

Tax Key No.: 134-07400-0324
State Id. No.: 79 06-24-400 001.000-023
Last Transfer: Deed Book 191, Page 388

GRANT OF EASEMENT

Western Interceptor (Sanitary Sewer Line) Division IV
Temporary and Permanent Easements for Parcels 17 & 17A

THE TRUSTEES OF PURDUE UNIVERSITY (the "Grantor"), a body corporate created and existing under the laws of the State of Indiana, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof being hereby acknowledged, does hereby give, convey, and grant unto CITY OF WEST LAFAYETTE of Tippecanoe County, State of Indiana, and to its successors and assigns, (collectively, the "Grantee") a permanent and perpetual non-exclusive easement and right, to install, construct, operate, patrol, maintain, repair, revise, supplement, remove, and replace one (1) sanitary sewer pipeline (the "Easement"), in, upon, along and over certain strips of land situated in Tippecanoe County, Indiana, more particularly described in Exhibit A and shown on Exhibit B (the "Easement Area").

Further, the Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof being hereby acknowledged, does hereby give, convey, and grant unto the Grantee a temporary, non-exclusive easement and right, for use and aid in the installation and construction in connection with the Easement (the "Temporary Easement;" collectively, the Easement and the Temporary Easement are referred to as the "Easement"), in, upon, along and over certain strips of land situated in Tippecanoe County, Indiana, more particularly described in Exhibit A and shown on Exhibit B. The Temporary Easement shall expire in effectiveness upon the date the one (1) sanitary sewer pipeline has been constructed and all necessary clean-up, site leveling, and construction site work in the Easement Area and the adjoining lands of the Grantor has been completed pursuant to the terms and conditions of this Grant of Easement.

This Grant of Easement (the "Grant") is subject to any and all existing easements, rights-of-way, and other restrictions of record.

The Grantor further grants to the Grantee the right of ingress and egress to and from the Easement Area over the adjoining lands of the Grantor for all purposes necessary and incidental to the exercise by the Grantee of the specific activities authorized herein.

Subject to the provisions hereof, this Grant shall constitute an immediately effective easement.

This is a NON-EXCLUSIVE Easement, and the Grantor reserves the right to grant similar easements to parties other than the Grantee so long as the use of the Easement Area by the Grantee as permitted hereunder is not unreasonably restricted.

The Grantor represents and warrants to the Grantee that the Grantor is the true and lawful owner of the Easement Area and has full right and power to grant and convey the rights conveyed herein subject to any and all easements, rights-of-way, and other restrictions of record.

The Grantor reserves the full use and enjoyment of the Easement Area not inconsistent herewith. The Grantor reserves the right to construct irrigation systems, parking lots, streets, sidewalks minor structures not including buildings that would not materially impede access for maintenance, and utilities across, over and along the Easement Area. The Grantor may, as a courtesy, advise the Grantee regarding improvements in the Easement Area and when other "uses" in the Easement Area are approved by the Grantor.

The Grantor may, at any time at its expense, relocate the Easement Area or portions thereof and any utilities constructed thereon, after approval of such plans and construction by the City, which approval shall not be unreasonably withheld.

The Grantee's installation, construction, patrolling, maintenance, repair, revision, supplementation, removal, and/or replacement of the sanitary sewer pipeline in the Easement Area (collectively, the "Grantee's Work") shall be done as to have a minimal impact on uses of and improvements in the Easement Area and the adjoining lands of the Grantor. The Grantee shall notify the Grantor in writing at least thirty (30) business days prior to any regular Grantee's Work, as well as exercise of its right of ingress and egress to and from the Easement Area over the adjoining lands of the Grantor in connection with the Grantee's Work. The City will notify the Grantor as soon as possible of any emergency Maintenance Work. Except for any emergency Maintenance Work, advance notice shall include engineering plans for the Grantee's Work and the Grantor may request any reasonable modification to them that is in accordance to protect the integrity of the Easement Area and adjoining lands of the Grantor, and minimize impact thereon. The timing of regular Grantee's Work shall be conducted in coordination with the Grantor as to avoid interference with the Grantor's uses of its property. The Grantee must be accompanied by a representative of the Grantor during the Grantee's Work, other than (a) during the initial construction of the sanitary sewer line, and (b) during emergencies. The Grantee agrees that the sanitary sewer line in the Easement Area shall be maintained at the depth provided in the plans and specifications for the original construction and installation of the sanitary sewer pipeline which were approved by the Grantor and the Grantee.

The Grantee shall be responsible for any and all cost and expense to restore the Easement Area and the adjoining lands of the Grantor disturbed by the Grantee to the condition it was immediately prior to being disturbed by the Grantee.

Also, the Grantee shall be responsible for the cost and expense of any damage if the Grantor is prevented from use of the Easement Area and the adjoining lands of the Grantor due to any Grantee's Work. The Grantee shall pay the Grantor for any and all such costs and expenses within thirty (30) days of the Grantor's written demand for payment.

The Grantee may not remove or trim any trees, brush, or other landscaping in the Easement Area and the adjoining lands of the Grantor without the prior written consent of the Grantor, which shall not be unreasonably withheld.

The Grantee shall and will indemnify and hold the Grantor harmless from and against any and all damage, injuries, losses, claims, demands, or costs resulting from the Grantee's Work in the Easement Area and the adjoining lands of the Grantor by the Grantee, its agents, representatives, employees, contractors, or invitees.

If the Grantee no longer uses the Easement Area and is requested in writing by the Grantor, the Grantee will restore the area to a condition similar to when the Easement was first granted.

In the event either party will be compelled to employ an attorney to enforce the provisions of this Grant, the parties agree that the non-defaulting party will be entitled to all of its legal costs and expenses, including reasonable attorney fees, incurred thereby.

This Grant is binding upon and shall inure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto. The Grantee may only assign this Grant with written approval of the Grantor.

This Grant may be executed in one or more counterparts, each of which will be deemed an original copy of this Grant, and all of which, when taken together, will be deemed to constitute one and the same agreement. The signature of any party on a fax document shall be considered to have the same binding legal effects as a signature on an original document.


The undersigned person executing this Grant on behalf of the Grantor represents and certifies that the undersigned is a duly elected officer of the Grantor, and has been fully empowered by proper Resolution or the By-Laws of the Grantor to execute and deliver this Grant; that the Grantor has full corporate capacity to make this Grant; and that all necessary corporate action for the making of this Grant has been duly taken.

IN WITNESS WHEREOF, the above-named Grantor, THE TRUSTEES OF PURDUE UNIVERSITY, a body corporate created and existing under the laws of the State of Indiana, has caused this Grant to be executed by its duly authorized officer on the _____ day of _____, 2011.

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GRANTOR:

THE TRUSTEES OF PURDUE UNIVERSITY
a body corporate created and existing under the
laws of the State of Indiana

By: 

Al V. Diaz
Treasurer

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THE CITY ACCEPTS AND AGREES:

CITY OF WEST LAFAYETTE
BY ITS BOARD OF PUBLIC WORKS AND SAFETY

By: _____
John R. Dennis, Mayor & Board President

By: _____
Sana G. Booker, Member

By: _____
Bradley W. Marley, Member

By: _____
Jonathan C. Speaker, Member

By: _____
Elizabeth M. Stull, Member

ATTEST:

By: _____
Judith C. Rhodes, Clerk-Treasurer & Clerk of the Board

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STATE OF INDIANA)
)SS:
TIPPECANOE COUNTY)

Before me, the undersigned Notary Public in and for said County and State, personally appeared THE TRUSTEES OF PURDUE UNIVERSITY, a body corporate created and existing under the laws of the State of Indiana, by Al V. Diaz, its Treasurer, who acknowledged the execution of the foregoing Grant for and on behalf of the Grantor, and who having been duly sworn, stated that the representations therein contained are true.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this ____ day of _____, 2011.

Signature: _____

Printed Name: _____

NOTARY PUBLIC

County of Residence: _____

My Commission Expires: _____

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STATE OF INDIANA)
)SS:
TIPPECANOE COUNTY)

Before me, the undersigned Notary Public in and for said County and State, personally appeared John R. Dennis, Mayor and Board President; Sana G. Booker, Bradley W. Marley, Jonathan C. Speaker, and Elizabeth M. Stull, Members; and Judith C. Rhodes, Clerk-Treasurer & Clerk of Board of the WEST LAFAYETTE BOARD OF PUBLIC WORKS AND SAFETY, acknowledged the execution of the foregoing Grant for and on behalf of the Grantor, and who having been duly sworn, stated that the representations therein contained are true.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this ____ day of _____, 2011.

Signature: _____

Printed Name: _____

Notary Public

County of Residence: _____

My Commission Expires: _____

This document prepared by:
Eric H. Burns
Withered Burns & Persin, LLP.
8 N. Third Street, Suite 401
P.O. Box 499
Lafayette, IN 47902

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Eric H. Burns

584143v1

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EXHIBIT "A"

LEGAL DESCRIPTION – PERMANENT EASEMENT (Parcel 17)

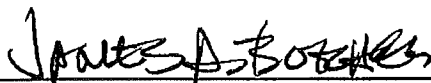
A part of the Southeast Quarter of Section 24, Township 23 North, Range 5 West, Wabash Township, Tippecanoe County, Indiana, more particularly described as follows:

Commencing at the southwest corner of said quarter section; thence North 0 degrees 31 minutes 52 seconds West 446.39 feet along the west line of said quarter section to the POINT OF BEGINNING of this description; thence continuing along said west line North 0 degrees 31 minutes 52 seconds West 59.13 feet; thence South 86 degrees 23 minutes 41 seconds East 336.07 feet; thence North 89 degrees 59 minutes 13 seconds East 471.84 feet; thence North 16 degrees 10 minutes 53 seconds East 32.64 feet; thence North 01 degrees 02 minutes 37 seconds East 397.53 feet; thence northeasterly 49.01 feet along an arc to the right having a central angle of 86 degrees 24 minutes 30 seconds, a radius of 32.50 feet and a long chord bearing North 44 degrees 14 minutes 52 seconds East 44.50 feet to the west boundary of Airport Road; thence South 0 degrees 25 minutes 32 seconds East 154.18 feet along said west boundary to a western line of the State of Indiana real estate described in Instrument Number 201010006720 in the Office of the Recorder of Tippecanoe County, Indiana; thence traversing the western and northern lines of said real estate the following five courses: (1) South 18 degrees 54 minutes 56 seconds West 27.81 feet; (2) South 1 degree 02 minutes 38 seconds West 246.15 feet; (3) South 11 degrees 20 minutes 32 seconds West 80.43 feet; (4) South 89 degrees 34 minutes 28 seconds West 639.76 feet; (5) North 86 degrees 29 minutes 35 seconds West 186.52 feet to the POINT OF BEGINNING, containing 1.260 acres, more or less.

SURVEYOR'S CERTIFICATE

I, James A. Butcher, a Registered Professional Land Surveyor of the State of Indiana, do hereby certify that the above description was prepared by me or under my direct supervision.

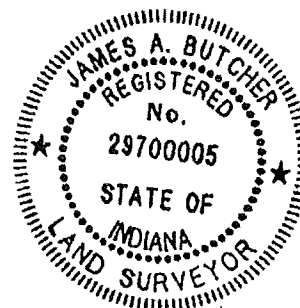
CERTIFIED BY:



James A. Butcher, L.S. # 29700005

9/16/10

Date



OWNER: The Trustees of Purdue University

TAX KEY NUMBER: 134-07400-0324

DEED RECORD: Deed Book 191, Page 388

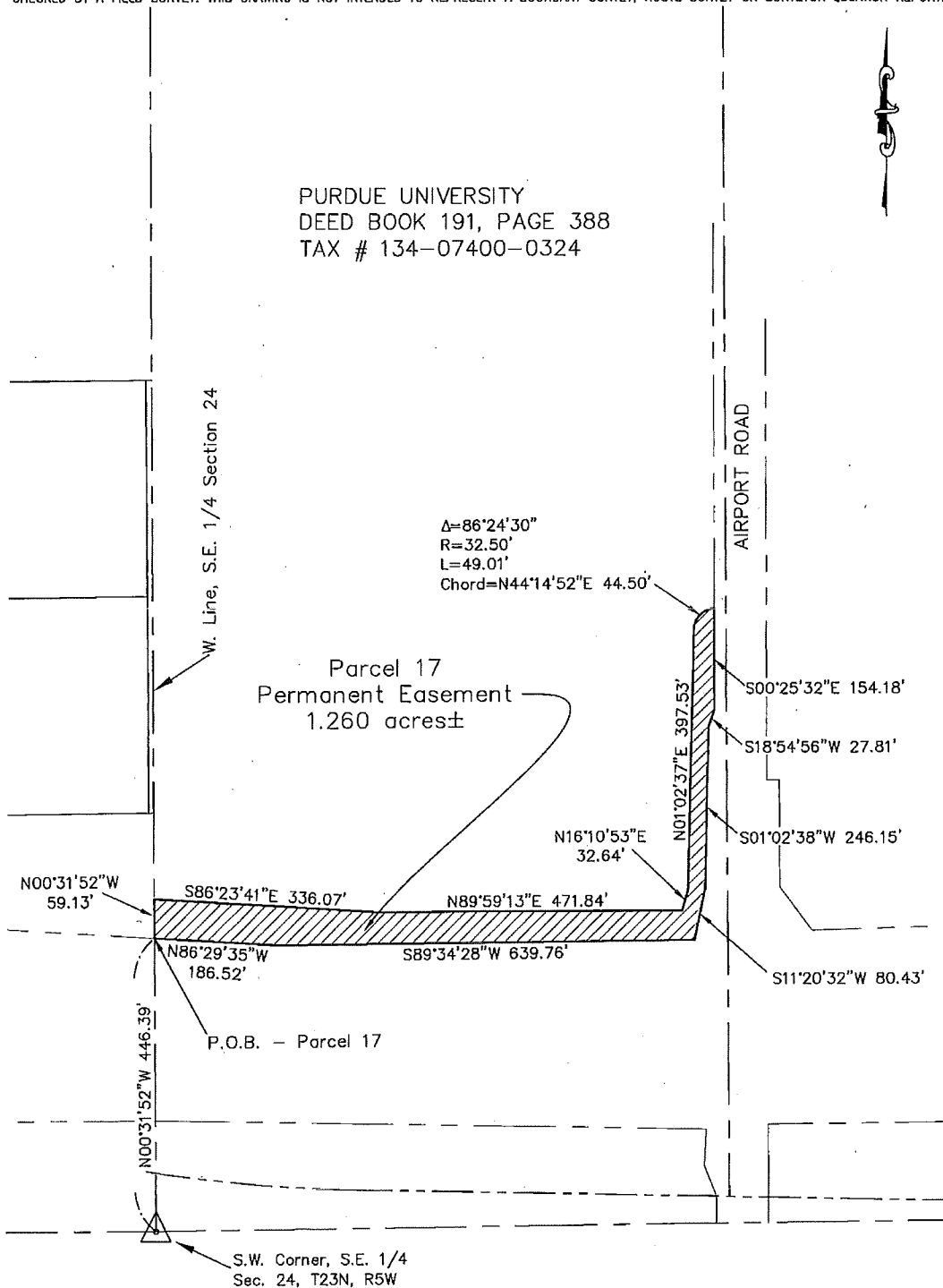
PREPARED FOR: Greeley and Hansen

OWNER: *The Trustees of Purdue University*
Deed Book 191, Page 388

DRAWN BY: *JAB*
CHECKED BY: *JAB*
SCALE: 1"= 200'

 HATCHED AREA IS THE
APPROXIMATE TAKING

THIS DRAWING WAS PREPARED FROM INFORMATION OBTAINED FROM THE RECORDER'S OFFICE AND OTHER SOURCES WHICH WERE NOT NECESSARILY
CHECKED BY A FIELD SURVEY. THIS DRAWING IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY, ROUTE SURVEY OR SURVEYOR LOCATION REPORT.



PARCEL NO. : 17
PROJECT : *Western Interceptor, Division IV*
COUNTY : *Tippecanoe*
SECTION : 24
TOWNSHIP : 23 North
RANGE : 5 West
PREPARED FOR: *Greeley and Hansen*

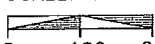
SCALE: 1"=200'

0 100 200
SCALE IN FEET

EXHIBIT "B"

PERMANENT EASEMENT

BUTLER FAIRMAN AND SEUFERT, INC.

10 North 3rd Street
Lafayette, Indiana 47901
Phone: (765) 423-5602
Fax: (765) 742-5321

SHEET NO.

1 OF 1

DATE: Sept. 14, 2010
DR. BY: J.A.B.
JOB NO. 5097

EXHIBIT "A"

LEGAL DESCRIPTION – TEMPORARY EASEMENT (Parcel 17A)

A part of the Southeast Quarter of Section 24, Township 23 North, Range 5 West, Wabash Township, Tippecanoe County, Indiana, more particularly described as follows:

Commencing at the southwest corner of said quarter section; thence North 0 degrees 31 minutes 52 seconds West 505.53 feet along the west line of said quarter section to the POINT OF BEGINNING of this description; thence continuing along said west line North 0 degrees 31 minutes 52 seconds West 15.04 feet; thence South 86 degrees 23 minutes 41 seconds East 336.68 feet; thence North 89 degrees 59 minutes 13 seconds East 439.73 feet; thence North 35 degrees 58 minutes 23 seconds East 31.33 feet; thence North 1 degree 02 minutes 37 seconds East 388.94 feet; thence northeasterly 83.78 feet along an arc to the right having a central angle of 87 degrees 16 minutes 37 seconds, a radius of 55.00 feet and a long chord bearing North 44 degrees 40 minutes 56 seconds East 75.91 feet to the west boundary of Airport Road; thence South 0 degrees 25 minutes 32 seconds East 22.51 feet along said west boundary; thence southwesterly 49.01 feet along an arc to the left having a central angle of 86 degrees 24 minutes 30 seconds, a radius of 32.50 feet and a long chord bearing South 44 degrees 14 minutes 52 seconds West 44.50 feet; thence South 1 degree 02 minutes 37 seconds West 397.53 feet; thence South 16 degrees 10 minutes 53 seconds West 32.64 feet; thence South 89 degrees 59 minutes 13 seconds West 471.84 feet; thence North 86 degrees 23 minutes 41 seconds West 336.07 feet to the POINT OF BEGINNING, containing 0.532 acres, more or less.

SURVEYOR'S CERTIFICATE

I, James A. Butcher, a Registered Professional Land Surveyor of the State of Indiana, do hereby certify that the above description was prepared by me or under my direct supervision.

CERTIFIED BY: _____

James A. Butcher, L.S. # 29700005

9/16/10

Date



OWNER: The Trustees of Purdue University

TAX KEY NUMBER: 134-07400-0324

DEED RECORD: Deed Book 191, Page 388

PREPARED FOR: Greeley and Hansen

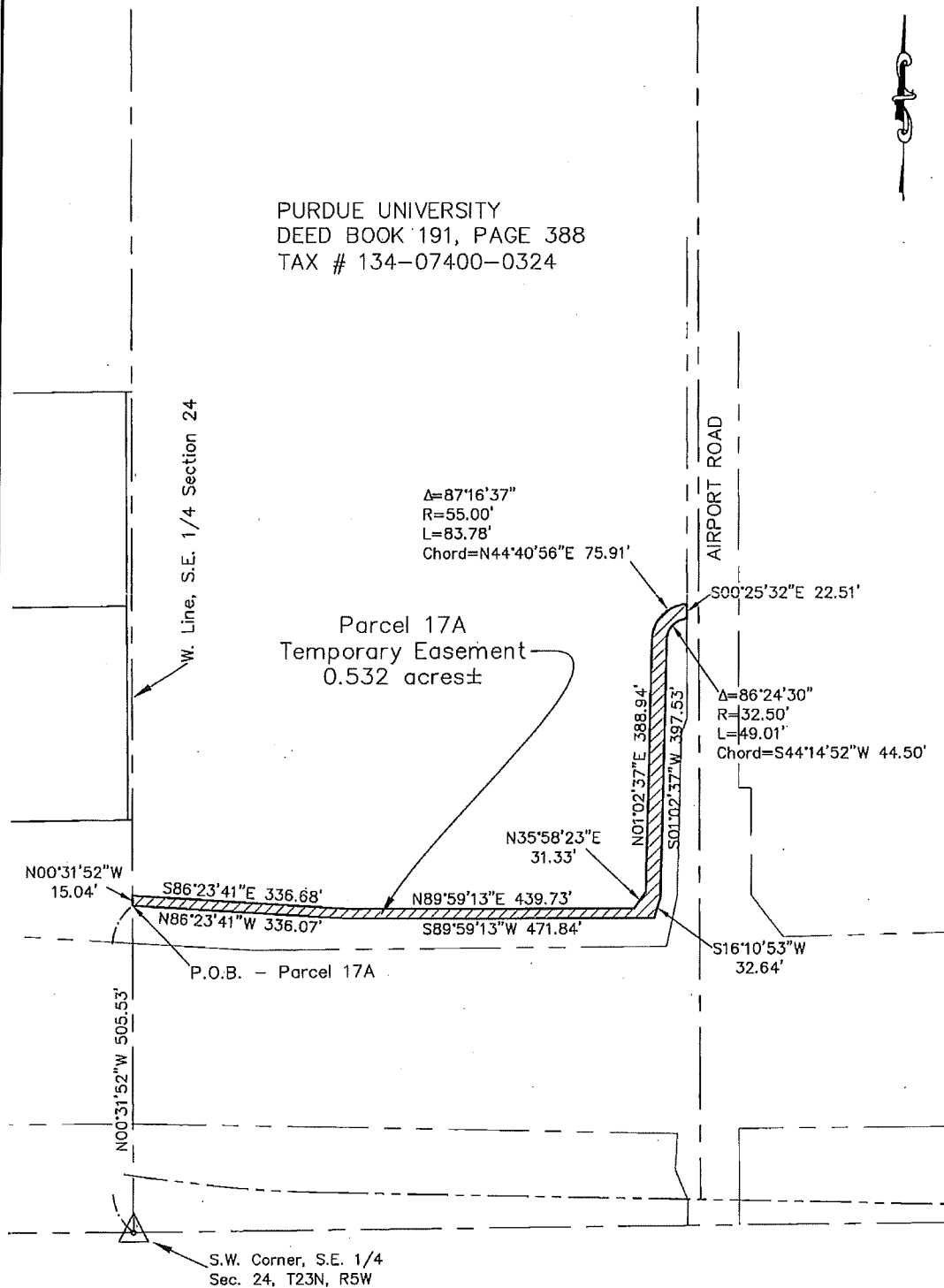
OWNER: *The Trustees of Purdue University*
Deed Book 191, Page 388

DRAWN BY: *JAB*
CHECKED BY: *JAB*
SCALE: 1"= 200'

 HATCHED AREA IS THE
APPROXIMATE TAKING

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PURDUE UNIVERSITY
DEED BOOK 191, PAGE 388
TAX # 134-07400-0324



PARCEL NO. : 17A
PROJECT : *Western Interceptor, Division IV*
COUNTY : *Tippecanoe*
SECTION : 24
TOWNSHIP : 23 North
RANGE : 5 West
PREPARED FOR: *Greeley and Hansen*

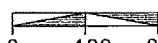
SCALE: 1"=200'

0 100 200
SCALE IN FEET

EXHIBIT "B"

TEMPORARY EASEMENT

BUTLER FAIRMAN AND SEUFERT, INC.

10 North 3rd Street
Lafayette, Indiana 47901
Phone: (765) 423-5602
Fax: (765) 742-5321

SHEET NO.

1 of 1

DATE: Sept. 14, 2010

DR. BY: J.A.B.

JOB NO. 5097